

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 51003/0075 Mine Name Marriott Rock Quarry
Operator Marriott Rock Products Date Sent June 6 2011
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of file closure and Release of Reclamation Surety
2011-06062011

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2011-06062011

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2011-06062011

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

FORM MR-RC (SMO)
Revised August 9, 2006
RECLAMATION CONTRACT

Mine Name _____

Other Agency File Number none

RECEIVED

MAR 15 2007

DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

☒ APPROVED

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Marriott Rock Products LLC** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/003/075** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and

workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
5. If the Surety expressly provides for cancellation or termination for non-renewal:
- A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
- B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

 APPROVED

for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

A blue ink stamp with a checkmark in a box followed by the word "APPROVED" in capital letters.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

 **APPROVED**

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Marriott Rock Products LLC
Operator Name

By Randy Marriott
Authorized Officer (Typed or Printed)

member
Authorized Officer - Position

Randy Marriott 3-13-07
Officer's Signature Date

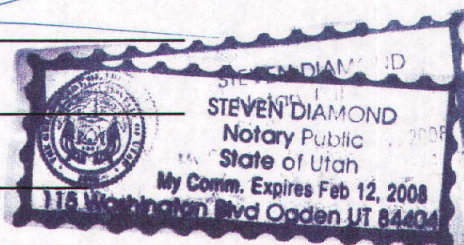
STATE OF Utah)
) ss:
COUNTY OF nech)

☒ APPROVED

On the 13 day of March, 2007, Randy Marriott
personally appeared before me, who being by me duly sworn did say that
he/she is an owner (owner, officer, director, partner, agent
or other (specify)) of the Operator Marriott Rock Products and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

[Signature]
Notary Public
Residing at Planets

2-12-08
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

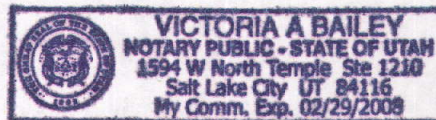
Date 3/20/07

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 20th day of March, 2007, John R. Baza personally appeared before me, who being duly sworn did say that he, the said John R. Baza is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he duly acknowledged to me that he executed the foregoing document by authority of law on behalf of the State of Utah.

Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2008
My Commission Expires:



FACT SHEET

Commodity: LANDSCAPE ROCK & RIPRAP

Mine Name: ROCKY POINT

County: Box Elder

Disturbed Acres: 5

Operator Name: Marriott Rock Products LLC

Operator address: 5238 West 2150 North Ogden Utah 84404

Operator telephone: 801 731 7252

Contact: Kami Marriott or Randy Marriot

Operator email: kamimarriott@msn.com

Marriott Rock Products, LLC has submitted a reclamation surety in the amount of \$37,200.00 of which \$18,600 is dedicated to this permit. The surety documents this information.

*The balance of 37,200.00 - 18,600.00
is for S10031042, Rocky Point*

Surety Type: Corporate Surety

Surety Company: Merchants Bonding Company

Surety Amount: \$18,600

Account number: UTC 1238

Escalation Year: 2009



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

June 2, 2011

Gayle Wood
Merchants Bonding Company
6360 South 3000 East, Suite 205
Salt Lake City, Utah 84121

Subject: Authorization for Full Release of Reclamation Surety, Surety Bond # [redacted] Marriott Rock Products, Rocky Point Quarry and Marriott Rock Quarry, S/003/0042 and S/003/0075, Box Elder County, Utah

Dear Ms Wood:

Merchants Bonding Company is presently holding surety bond # [redacted] for the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for Marriott Rock Products' Rocky Point Quarry and Marriott Rock Quarry. These two projects have been transferred to another company that has provided a replacement reclamation surety. This letter authorizes the full release of surety bond [redacted]

If you have any questions or concerns, please contact Dana Dean at 801-538-5320, or Paul Baker at 801-538-5261. Thank you for your help in this matter.

Sincerely,

John R. Baza
Director

JRB:lk:pb CER 7005 2570 0000 4801 6348 (original Bond)

cc: Randy Marriott, Marriott Rock Products
Penny Berry, OGM

P:\GROUPS\MINERALS\WP\M003-BoxElder\S0030042-Rockypoint\final\rel-05312011.doc



Penny Berry - Rocky Point S0030042

S0030075

From: Penny Berry
To: Lynn Kunzler
Date: 11/17/2010 11:15 AM
Subject: Rocky Point S0030042
CC: Paul Baker

Hi Lynn,

I have been going through some of the bonds and found that this bond has a problem. The surety bond is in the amount of \$37,200. On this bond \$18,600 is for this site and \$18,600 is for site S0030075. Surety bonds should not be combined like that. This is already done, so I was going to leave it as is until escalation. However, this bond is due for escalation (2009). Please at the time you escalate state that this surety bond will need to be split into two. Thanks.

Penny Berry - Fwd: Re: Transfer of Rocky point to Staker

From: Penny Berry
To: Paul Baker
Date: 3/29/2011 11:01 AM
Subject: Fwd: Re: Transfer of Rocky point to Staker

Ok, I'll set it to the side. Thanks.

>>> Paul Baker 3/29/2011 10:31 AM >>>

Here's what Lynn said. Let's give them a week and see if we can save ourselves a few hours and postage.

Paul Baker
Minerals Program Manager
Utah Division of Oil, Gas and Mining
801-538-5261
Fax 801-359-3940

S0030042
18,600~~00~~ Bond
cancelling 6/24/11

S0030075
18,600 - surety
cancelling 6/24/11

(m0030079)
Hot Springs 1
S0030073 2
S0030078
S0030079

80030075

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS
BONDING COMPANY

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

NOTICE OF CANCELLATION

Date 3/21/11

CERTIFIED MAIL (Article Number) 70102780000274354327

RETURN RECEIPT REQUESTED: YES ☒ NO ☐

STATE OF UTAH
DEPT OF NATURAL RESOURCES
P O BOX 145610
1594 W NORTH TEMPLE
SALT LAKE CITY, UT 84114-5610

RECEIVED

MAR 28 2011

DIV. OF OIL, GAS & MINING

RE: Bond No. UT 27071

Principal MARRIOTT ROCK PRODUCTS
LLC

RE: License No. (if any) _____

DBA _____

Address 5238 WEST 2150 NORTH
OGDEN, UT 84404

Type OIL & GAS Amount \$37,200.00
MINING

Put Sold Staker Parsons

The purpose of this letter is to cancel our liability under the above bond. This cancellation is to become effective as stated below.

☐ Nonrenewal requested effective _____

☒ 90 days after receipt of this notice, per terms of the bond.

☐ Earliest possible date permitted under the terms of the bond/policy, and/or statutes covering this bond/policy.

☐ Public Official - Name (s) _____
Position(s) _____
Cancellation to take effect _____
without prejudice to the rights of the undersigned as respect to anything that may have occurred during the period that the bond remained in force but shall release the company from any and all liability for anything occurring subsequent to the date as specified.

If the above bond guarantees payment of taxes, please advise us if there are any unpaid taxes which are delinquent.

Sincerely,

Larry Taylor

Larry Taylor, President
LT/ MB

Please acknowledge receipt of this letter on the enclosed copy as indicated below.

Received by _____ Title _____

Date received _____ Date of bond cancellation _____

cc: Agent UNIVERSAL BUSINESS INS cc: Principal MARRIOTT ROCK PRODUCTS LLC

SUP 0015 (8/10)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

NOTICE OF CANCELLATION

Date 3/21/11

CERTIFIED MAIL (Article Number) 70102780000274354327

RETURN RECEIPT REQUESTED: YES ☒ NO ☐

STATE OF UTAH

DEPT OF NATURAL RESOURCES

P O BOX 145610

1594 W NORTH TEMPLE

SALT LAKE CITY, UT 84114-5610

RE: Bond No. UT 27071

Principal MARRIOTT ROCK PRODUCTS
LLC

Address 5238 WEST 2150 NORTH
OGDEN, UT 84404

RE: License No. (if any) _____
DBA _____

Type OIL & GAS Amount \$37,200.00
MINING

The purpose of this letter is to cancel our liability under the above bond. This cancellation is to become effective as stated below.

☐ Nonrenewal requested effective _____

☒ 90 days after receipt of this notice, per terms of the bond.

☐ Earliest possible date permitted under the terms of the bond/policy, and/or statutes covering this bond/policy.

☐ Public Official - Name (s) _____
Position(s) _____
Cancellation to take effect _____
without prejudice to the rights of the undersigned as respect to anything that may have occurred during the period that the bond remained in force but shall release the company from any and all liability for anything occurring subsequent to the date as specified.

If the above bond guarantees payment of taxes, please advise us if there are any unpaid taxes which are delinquent.

Sincerely,

A handwritten signature in cursive script that reads "Larry Taylor".

Larry Taylor, President
LT/ MB

Please acknowledge receipt of this letter on the enclosed copy as indicated below.

Received by _____ Title _____

Date received _____ Date of bond cancellation _____

cc: Agent UNIVERSAL BUSINESS INS cc: Principal MARRIOTT ROCK PRODUCTS LLC

SUP 0015 (8/10)

Copy of Original bond issued



Merchants
Bonding
Company

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-0344

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

ENDORSEMENT

It is hereby understood and agreed that Bond No.: UTC 1238

Principal: Marriott Rock Products, LLC

Obligee: State of Utah, Division of Oil, Gas and Mining

in the MERCHANTS BONDING COMPANY (Mutual), is changing this bond effective 02/05/2007

FROM:

Bond Number: UTC 1238

TO:

Bond Number: UT 27071

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 21st day of March, 2007

MERCHANTS BONDING COMPANY (Mutual)

By _____
Tonya Edelen, Attorney-in-Fact

February 9, 2007

Bond Number 4

Surety NAIC No. 14494

Permit Number S/003/075

Permit Number S/003-042

Mine Name MARRIOTT ROCK QUARRY

Mine Name ROCKY POINT

ATTACHMENT A
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned MARRIOTT ROCK PRODUCTS, LLC, as Principal, a LIMITED LIABILITY COMPANY organized under the laws of the State of UTAH and Merchants Bonding Company, as Surety, a Corporation organized under the laws of the State of Iowa, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining ("Division") and _____ (other agency, if any) in the penal sum of THIRTY-SEVEN THOUSAND TWO HUNDRED & NO/100---- dollars (\$ 37,200.00). This dollar amount identifies a cumulative for mine site MARRIOTT ROCK QUARRY and ROCKY POINT.

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms and conditions of the Reclamation Contract(s), and any addendums thereto, to reclaim lands that will be affected by mining operations as identified in the Notice of Intention(s) received, or approved if applicable, by the Division on the 7TH day of JULY, 1997, for mine site ROCKY POINT and on the 5TH day of FEBRUARY, 2007, for mine site MARRIOTT ROCK QUARRY.

The lands that are covered by this Surety Bond are the Lands Affected by mining operations as defined and described in the above named Notice(s), and the Mining and Reclamation Plan(s) if required, subject to terms and conditions of the Reclamation Contract(s).

February 9, 2007

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plans or Notices and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plans or Notices provide for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plans or Notices, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plans or Notices provide for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining

Page 3

February 9, 2007

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

February 9, 2007

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

MARRIOTT ROCK PRODUCTS, LLC

RANDY MARRIOTT, OWNER

Signature

Date

Surety Company

Merchants Bonding Company
Surety Company Name

6360 South 3000 East Ste 205
Street Address

Gayle Wood
Surety Company Officer

Salt Lake City, UT 84121
City, State, Zip

Attorney-in-fact
Title/Position

801-943-8844
Phone Number

Signature

February 15, 2007
Date

February 9, 2007

Bond Number

Surety NAIC No. 14494

Permit Number S/003/075

Permit Number S/003-042

Mine Name MARRIOTT ROCK QUARRY

Mine Name ROCKY POINT

✓ APPROVED

ATTACHMENT A
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

original surety
is in S/003/042

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE UTAH MINED LAND RECLAMATION ACT

RECEIVED

MAR 05 2007

DIV. OF OIL, GAS & MINING


SURETY BOND

The undersigned MARRIOTT ROCK PRODUCTS, LLC, as Principal, a LIMITED LIABILITY COMPANY organized under the laws of the State of UTAH and Merchants Bonding Company, as Surety, a Corporation organized under the laws of the State of Iowa, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining ("Division") and _____ (other agency, if any) in the penal sum of THIRTY-SEVEN THOUSAND TWO HUNDRED & NO/100---- dollars (\$ 37,200.00). This dollar amount identifies a cumulative for mine site MARRIOTT ROCK QUARRY and ROCKY POINT.

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms and conditions of the Reclamation Contract(s), and any addendums thereto, to reclaim lands that will be affected by mining operations as identified in the Notice of Intention(s) received, or approved if applicable, by the Division on the 7TH day of JULY, 1997, for mine site ROCKY POINT and on the 5TH day of FEBRUARY, 2007, for mine site MARRIOTT ROCK QUARRY.

The lands that are covered by this Surety Bond are the Lands Affected by mining operations as defined and described in the above named Notice(s), and the Mining and Reclamation Plan(s) if required, subject to terms and conditions of the Reclamation Contract(s).

February 9, 2007

 Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plans or Notices and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plans or Notices provide for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plans or Notices, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plans or Notices provide for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining

February 9, 2007

☒ APPROVED

Bond Number _____
 Surety NAIC No. _____
 Permit Number _____
 Permit Number _____
 Mine Name _____
 Mine Name _____

operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

WITNESS MY HAND and the Seal of the Surety Company this 9th day of February 2007.

MAHON & SONS, INC.

By: *[Signature]*

[Signature]
 Date: 3-6-07

Surety Company

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[Signature]
 Date: 3-15-2007

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February 9, 2007

✓ APPROVED

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

MARRIOTT ROCK PRODUCTS, LLC

RANDY MARRIOTT, OWNER

Randy Marriott

Signature

3-1-07

Date

Surety Company

Merchants Bonding Company

Surety Company Name

6360 South 3000 East Ste 205

Street Address

Gayle Wood

Surety Company Officer

Salt Lake City, UT 84121

City, State, Zip

Attorney-in-fact

Title/Position

801-943-8844

Phone Number

Gayle Wood

Signature

February 15, 2007

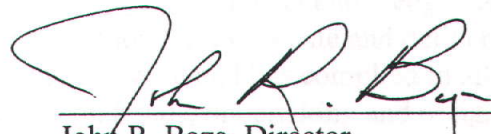
Date

February 9, 2007

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

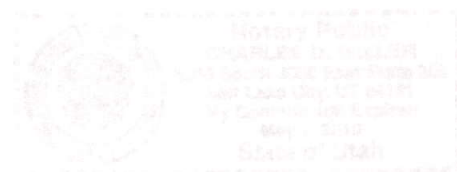
SO AGREED this 8th day of March, 20 07.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.



February 9, 2007

Bond Number _____
 Surety NAIC No. _____
 Permit Number _____
 Permit Number _____
 Mine Name _____
 Mine Name _____

AFFIDAVIT OF QUALIFICATION

On the 15th day of February, 20 07, Gayle Wood
 personally appeared before me, who being by me duly sworn did say that he/she, the said
Gayle Wood is the Attorney-in-fact
 of Merchants Bonding Company and duly acknowledged that said
 instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board
 of directors and said Gayle Wood duly acknowledged to me that said
 company executed the same, and that he/she is duly authorized to execute and deliver the foregoing
 obligations; that said Surety is authorized to execute the same and has complied in all respects with the
 laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: _____

Surety Officer

Title: Attorney-in-fact

STATE OF Utah)
) ss:
 COUNTY OF Salt Lake)

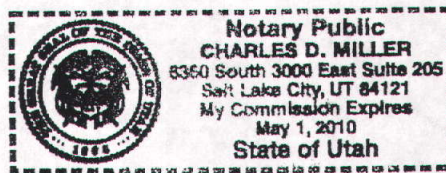
Subscribed and sworn to before me this 15th day of February, 20 07.

Charles D Miller
 Notary Public

Residing at: SLC, ut

My Commission Expires:

MAY 1, 20 10.



Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

William Shields, Jeffrey Shields, Elisha Boley, Guyanne Hansen, Kevin Andrews, Stephanie Garahana,
Jace Pearson, Vicki Sorensen, Craig B. Hurst, Gayle Wood

of Salt Lake City and State of Utah its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 15th day of February, 2007



William Warner Jr.
Secretary